

Request for Proposals

LOCAL TELECOMMUNICATIONS SERVICES

PROJECT NO. 050R5800222



DEPARTMENT OF
BUDGET & MANAGEMENT

Issue Date: March 29, 2005

NOTICE

Prospective Offerors who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

Minority Business Enterprises are Encouraged to Respond to this Solicitation

STATE OF MARYLAND
NOTICE TO OFFERORS/CONTRACTORS

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to bid on this Contract, please fax this completed form to: 410-974-3274 to the attention of Gisela Blades.

Title: **LOCAL TELECOMMUNICATIONS SERVICES**
Project No: **050R5800222**

1. If you have responded with a "no bid", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the bid/proposals is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- ☐ Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ MBE requirements. (Explain in REMARKS section.)
- ☐ Prior State of Maryland Contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other: _____

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS:

Offeror Name: _____ Date: _____

Contact Person: _____ Phone (____) ____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request For Proposals

LOCAL TELECOMMUNICATIONS SERVICES

PROJECT NUMBER 050R5800222

RFP Issue Date: March 29, 2005

RFP Issuing Office: Maryland Department of Budget and Management
Office of Information Technology

Procurement Officer: Gisela Blades
Office Phone: (410) 260-7678
Fax: (410) 974-3274
e-mail: gblades@dbm.state.md.us

Proposals are to be sent to: Maryland Department of Budget and Management
45 Calvert Street, Room 118
Annapolis, MD 21401
Attention: Gisela Blades

Pre-Proposal Conference: April 11, 2005 10:00PM
300 West Preston Street
Auditorium
Baltimore, MD 21201
For directions, call Terrie de Luca at 410-260-7039

Closing Date and Time: April 27, 2005 - 2:00PM Local Time

NOTE

Prospective Offerors who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Department of Budget and Management (DBM) is issuing this Request for Proposal (RFP) to procure local telecommunications services for the State of Maryland. The resulting Contract will provide the State with local services to include: Business Line, Foreign Exchange, Trunk Lines, ISDN (BRI and PRI), Customer Interface, Network-Based Business Line, Directory Assistance and Operator Assistance.
- 1.1.2 DBM intends to award up to three (3) Contracts for each local access and transport area (LATA) to Offerors deemed qualified by the State to provide the required local telecommunication services. Maryland consists of four (4) LATAs: Baltimore, Washington, Salisbury and Hagerstown. Offerors may propose services to one, some or all LATAs.
- 1.1.3 The State makes no guarantee that it will purchase any service from any resulting Contract. This Contract will not be construed to require the State to procure exclusively from the Contractor. The State reserves the right to procure services from other sources when it is in the best interest of the State to do so and without notice to the Contractor.

1.2 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. **Agency** – The unit of the Maryland State government procuring equipment and services through the Contract issued as a result of this RFP.
- b. **Basic Rate Interface (BRI)** – An ISDN service that is designed for the desktop and runs 144,000 bits per second. Supports a total signaling rate of 144 Kbps, which is divided into two B (Bearer) channels which run at 64 Kbps, and a D (Delta or Data) channel which runs at 16 Kbps.
- c. **Business Line** – A single, voice-grade communications channel that can be used to place or receive calls.
- d. **Call Detail Recording (CDR)** – A feature of a telephone system which allows the system to collect and record information on outgoing and incoming phone calls – who made/received them, where they went/where they came from, what time of day they happened, how long they took, etc.
- e. **COMAR** – Code of Maryland Regulations, available on-line at www.dsd.state.md.us
- f. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment A.
- g. **Contract Manager (State CM)** – The State representative who serves as the technical and contract manager for the resulting contract. The State CM monitors the daily activities under the contract and provides technical guidance to the Contractor.
- h. **Contractor** – The selected Offeror who is awarded a Contract by the State.

- i. **Contractor's Contract Administrator** – Person designated as the single point-of-contact in the Offeror's Proposal with the authority and knowledge to resolve customer complaints that are not solely technical in nature on behalf of the Contractor.
- j. **Customer Premise Equipment (CPE)** – Terminal equipment – telephones, key systems, PBXs, modems, video conferencing devices, etc. – connected to the telephone network and residing on the customer's premises.
- k. **DBM** – Maryland Department of Budget and Management
- l. **Direct Inward Dialing (DID)** – The ability to dial inside a company directly without going through the attendant.
- m. **Direct Outward Dialing (DOD)** – The ability to dial directly from an extension without having to go through an operator or attendant.
- n. **Directory Assistance** – Provides the ability to obtain assistance in determining telephone numbers within the local calling area by calling the directory assistance operator. This feature also provides the ability to access a directory assistance operator outside the local calling area.
- o. **Digital Subscriber Line (DSL)** – A family of digital lines being provided by CLECs and local telephone companies to their local subscribers. Such services go by different names and acronyms – ADSL (Asymmetric Digital Subscriber Line), HDSL (High Bit Rate Digital Subscriber Line) and SDSL (Single Pair Symmetrical Services).
- p. **Dual Tone Multi-Frequency (DTMF)** – A way of signaling consisting of a push button or touchtone dial that sends out a sound, which consists of two discrete tones, picked up and interpreted by telephone switches.
- q. **FCC** – Federal Communications Commissions
- r. **Foreign Exchange** – A single, voice-grade communications channel that can be used to provide local telephone service from a central office that is outside the subscriber's exchange area.
- s. **Fully Loaded Rates** – Rates provided by the Offeror in Attachment F that contain all direct and indirect cost and profit for the Contractor.
- t. **Grade of Service (GOS)** – The probability that a random call will be delayed, or receive a busy signal under a given traffic load.
- u. **Integrated Services Digital Network (ISDN)** – End-to-end digital connectivity with access to voice and data services over the same digital transmission media.
- v. **Interoperability** – For the purposes of this procurement, defined as the ability of each service contractor to effectively and efficiently transfer all information and control data within its own network, and between its network and those of other service providers, so that a given service operates transparently and without performance degradation.
- w. **LNP** – Local Number Portability LNP
- x. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.

- y. **N11 Service** – Service codes, or telephone dialing patterns, used to provide three-digit dialing to access special services. The FCC recognizes only 311, 711 and 911 as nationally assigned. Other codes with traditional uses include 411, 611, and 811.
- z. **Network Termination type 1 (NT1)** – Provides functions related to the physical and electrical termination of the local loop between the carrier network and the user premise. NT1 functions are required for both BRI and PRI.
- aa. **Network Termination type 2 (NT2)** – An intelligent Customer Premise Equipment (CPE) switching or concentrating device. A NT2 device typically terminates PRI access lines from the local ISDN CO switch.
- bb. **Network-Based Business Line** – Multiple individual voice-grade communication channels, each of which can be used to place calls. Network-based business lines are provided for connection of network –based compatible, State or Contractor provided, station sets to the public switched telecommunications network.
- cc. **Network Voice Mail** – Provides the ability for users to record, store, and retrieve voice messages. Network-based voice mail is only available when local service is being provided by the Contractor.
- dd. **MBE** – Minority Business Enterprise
- ee. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays. See also

http://www.dbm.maryland.gov/DBM_Publishing/public_content/dbm_taxonomy/employee_services/holidays2004.html
- ff. **Offeror** – An entity that submits a proposal in response to this RFP.
- gg. **OIT** – Department of Budget and Management Office of Information Technology
- hh. **Operator Assistance** – The ability to obtain assistance of local operator to complete local exchange telephone calls. This feature also provides the ability to access long distance operators.
- ii. **Primary Rate Interface (PRI)** – Designed for telephone switches, computer telephony and voice processing systems. A type of ISDN service that is 1,544,000 bits per second in North America and 2,048,000 bits per second in Europe. It is the ISDN equivalent of a T-1 circuit.
- jj. **Procurement Officer** – The State representative responsible for this RFP, for the determination of contract scope issues, and the only State representative who can authorize changes to the resulting contract.
- kk. **Public Service Commission (PSC)** – The state agency charged with regulating the local phone company utility.
- ll. **Public Switched Network (PSN)** – Any common carrier network that provides circuit switching between public users.

- mm. **Purchase Order (PO)** – Once signed by the State, it is a binding agreement between the State and the Contractor for items or services identified at the specified price.
- nn. **Request for Proposal (RFP)** – This Request for Proposals for the Maryland Department of Budget and Management, Project Number 050R5800222, dated March 29, 2005, including any amendments.
- oo. **Telecommunications Coordinator (TC)** – Designated staff, within most agencies, that coordinate and facilitate telecommunication projects, orders, etc. on behalf of the agency. Not all agencies have TCs.
- pp. **Trunk Lines** – Voice-grade communication channel(s) that can be used to place and receive calls. Trunks are provided to connect user-provided private branch exchanges (PBX) or Hybrid Key Systems to the public switched telecommunications network. Trunks can be provisioned as either analog or digital.
- qq. **Switched** – Network access via the State’s contracted Local Exchange Carriers for locations with traffic volumes that do not justify dedicated lines.

1.3 Contract Type

The Contract resulting from this RFP shall be a Fixed-Unit Price, Indefinite Quantity Contract in accordance with COMAR 21.06.03.02 and 21.06.03.06.

1.4 Contract Duration

The Contract resulting from this RFP shall be for a period of five (5) year, to begin upon execution of the contract by DBM.

1.5 Contract Price Adjustments

1.5.1 The rates for services will remain the same or lower through the term of the Contract. The Contractor may grant a concession to the State and lower the rates at any time during the life of the Contract by submitting revised service rates to the State CM.

1.5.2 Most Favored Customer. Commencing with the RFP response, upon the contract award, and thereafter semi-annually during the term of the contract, the Contractor(s) shall provide to the State CM, a document certifying that:

- A) The terms and conditions offered to the State under the RFP and contract, including, by way of example only, the rates charged to the State and any and all “promotions” and/or price reductions of equipment and/or services, are the best offered by the Contractor to any non-federal customer of Contractor;
- B) Contractor has promptly notified the State in writing within thirty (30) days of any more favorable terms or conditions, as specified in subsection A) above, being offered by Contractor to other non-federal customers of Contractor and has offered the State the opportunity to make such more favorable terms and conditions retroactively applicable under this RFP and the contract to the date they were first offered to such other nonfederal customers of Contractor; and

- C) Such certification (see Attachment I) is made by the Contractor under penalty of perjury as being true and accurate and to the best of Contractor's knowledge, information, and belief, after having made diligent inquiry.

1.6 Procurement Officer

The sole point of contact in the State for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

Gisela Blades
Maryland Department of Budget and Management
Division of Policy Analysis
45 Calvert Street, Room 119
Annapolis, Maryland 21401
Phone Number: 410-260-7678
Fax Number: 410-974-3274
E-mail: gblades@dbm.state.md.us

DBM may change the Procurement Officer at any time by written notice to the Contractor.

1.7 Contract Manager

The State CM monitors the daily activities of the Contract and provides technical guidance to the Contractor. The State CM is:

Sandra M. Smith
Maryland Department of Budget and Management
Division of Telecommunications
301 West Preston Street, Suite 1304
Baltimore, Maryland 21201
Phone Number: 410-767-4649
Fax Number: 410-333-5163
E-mail: ssmith@dbm.state.md.us

DBM may change the State Contract Manager at any time by written notice to the Contractor.

1.8 Pre-Proposal Conference

A pre-proposal conference (Conference) will be held on April 11, 2005, beginning at 10:00 AM, in the Auditorium at 300 West Preston Street, Baltimore, MD 21201. Attendance at the pre-proposal conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

The Conference will be summarized. As promptly as is feasible subsequent to the Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by 4:00 PM on April 8, 2005, all potential Offerors planning to attend, return the Pre-

Proposal Conference Response Form or call Gisela Blades at (410) 260-7678 with such notice. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. DBM will make reasonable efforts to provide such special accommodation.

1.9 Use of “e-Maryland Marketplace”

“e-Maryland Marketplace” is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site (www.dbm.maryland.gov) and other means for transmitting the RFP and associated materials, the solicitation and minutes of the pre-bid/proposal conference, Offeror questions and the Procurement Officer’s responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace.

This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.

Depending on the desired level of service, there is currently an annual subscription cost of \$150 or \$225. Information, including on-line subscription access, can be obtained at the e-Maryland Marketplace website at <http://www.emarylandmarketplace.com/about.cfm>.

1.10 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the pre-proposal conference. If possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference and should be submitted in a timely manner prior to the proposal due date to the Procurement Officer. Time permitting answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

1.11 Proposals Due (Closing) Date

An unbound original and five (5) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.6, no later than 2:00 PM (local time) **on April 27, 2005** in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Word format must be enclosed with the original financial proposal. Insure that the diskettes are labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02, proposals received by the Procurement Officer after the due date, April 27, 2005 at 2:00 PM (local time) will not be considered.

Proposals may not be submitted by e-mail or facsimile.

1.12 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.13 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, amendments to the RFP will be posted on the DBM Procurements web page and through e-Maryland-marketplace. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.14 Cancellations; Discussions

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

1.15 Oral Presentation

Offerors will be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such representations will become part of the Offeror's proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations. Typically oral presentations occur approximately 2 weeks after the proposal due date.

1.16 Incurred Expenses

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

1.17 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposals to meet the requirements of this RFP.

1.18 Protests/Disputes

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.19 Multiple or Alternative Proposals

Neither multiple nor alternate proposals will be accepted. Submitting a proposal for more than one LATA is not considered a multiple proposal.

1.20 Access to Public Records Act Notice

An Offeror shall give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed (see COMAR 21.05.08.01).

1.21 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All Subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. Additional information regarding MBE subcontractors is provided under paragraph 1.25 below. If an Offeror that seeks to perform or provide the services required by this RFP is subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.22 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected.

1.23 Proposal Affidavit

A proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

1.24 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five (5) business days notification of proposed Contract award.

1.25 Minority Business Enterprises

NOTICE: The procedure for submitting MBE information and forms has been revised effective October 1, 2004. See Attachment D for explanation of the revised requirements. Questions or concerns regarding the MBE requirements of this solicitation must be raised before the receipt of initial proposals.

An MBE subcontractor participation goal of 5% has been established for this solicitation. The Contractor shall structure its awards of subcontracts under the contract in a good faith effort to achieve the MBE goals in such subcontract awards with businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in Attachment D of this RFP. MBE participation in work performed under this contract will be monitored by the State. See Attachment D for details.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1269.

The directory is also available at <http://www.mdot.state.md.us>. Select the MBE Program label at the left side of the web site, half way down. The most current and up-to-date information on MBEs is available via this web site.

1.26 Arrearages

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

1.27 Procurement Method

This Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

1.28 Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.29 False Statements

Offerors are advised that section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- (a) In connection with a procurement contract a person may not willfully:
 - Falsify, conceal, or suppress a material fact by any scheme or device;
 - Make a false or fraudulent statement or representation of a material fact; or
 - Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

1.30 Insurance

The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the contract by the Contractor, its agents, servants, employees or subcontractors.

The Contractor shall maintain a policy of general liability insurance that is of the proper type and of sufficient limits that the State, their officials, employees, their agents, servants, guests and subcontractors are reasonably covered in the event of injury or death.

The State of Maryland will be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage. Certificates of insurance evidencing this coverage will be provided prior to the commencement of any activities in the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Procurement Officer, by certified mail, thirty (30) days advance notice of any non-renewal or cancellation. All insurance policies must be with a company licensed to do business in Maryland.

The Contractor shall require that any subcontractors obtain and maintain similar levels of insurance and shall provide the Department with the same documentation as is required of the Contractor.

1.31 Non-Visual Access

The Contractor shall ensure compliance in any applicable support to the State of Maryland IT Non-Visual Access Standards. The standards should be incorporated to the fullest extent possible for Information Technology. These standards/policies may be revised from time to time and the Contractor shall comply with all such revisions. The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations. See COMAR 17.06.02. for the official regulation. Attachment J is a synopsis of the standards.

1.32 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for

exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form can be downloaded at the following URL: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>>

1.33 Contract Extended to Include Other Non-State Governments or Agencies

For the purposes of an information technology or telecommunications procurements, pursuant to §3-702(b) of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, and other non-state governments or agencies may purchase from the Contractor goods or services covered by this Contract at the same prices chargeable to the State. All such purchases by non-State governments or agencies:

- Shall constitute Contracts between the Contractor and that government or agency;
- Shall not constitute purchases by the State or State agencies under this Contract;
- Shall not be binding or enforceable against the State, and
- May be subject to other terms and conditions agreed to by the Contractor and the purchaser. Contractor bears the risk of determining whether or not a government or agency with which the Contractor is dealing is a State agency.

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SECTION 2 – SCOPE OF WORK

2.1 Purpose

- 2.1.1 DBM currently provides the State with local services to include: Business Line, Foreign Exchange, Trunk Lines, ISDN (BRI and PRI), Customer Interface, Network-Based Business Line, Directory Assistance and Operator Assistance. This RFP seeks to renew and improve these services.

2.2 Service Requirements

- 2.2.1 The Contractor shall provide the following local telecommunications services to the State:
- A) Place or receive calls to any calling station in the local calling area, i.e., the geographic area, as defined by the PSC, in which calls may be made without incurring toll charges;
 - B) Access N11 services;
 - C) Access the user's pre-selected carrier and customer-selected carrier for inter-LATA, intra-LATA, interstate, or international calling;
 - D) Access operator services;
 - E) Access directory assistance;
 - F) Place or receive calls to 500, 700, 800, 888 and 950 or similar numbers on a selected basis;
 - G) Place calls to 900 numbers on a selected basis;
 - H) Block or restrict dialing to certain numbers; and,
 - I) Access Telecommunications Relay Services.
- 2.2.2 The Contractor shall provide the services listed above in 2.2.1 via standard business lines, foreign exchange lines, PBX trunk (analog and digital), direct outward dial (DOD) trunks, direct inward dial (DID) trunks, combination (DID/DOD) trunks, network-based business lines with custom features (Centrex type services), ISDN lines, DSL and Business DSL. These lines shall be delivered to terminal equipment including, but not limited to, the following types: single-line telephones; multi line key telephone systems; conference room audio equipment; analog, and digital PBXs; data circuit terminating equipment (9.6 kb/s); T-1 multiplexor; facsimile machines; and any other equipment typically found or proposed for use on customer premises for connection to public and private switch voice networks.
- 2.2.3 The Contractor shall provide the following service and features (reference section 1.2 for definitions and abbreviations of service and features) which shall include at a minimum, but not be limited to:
- A) Business Line
 - 1) Call forward
 - 2) Call hunting
 - 3) Call restriction
 - 4) Call waiting
 - 5) Message waiting indicator
 - 6) Three-way conference calling

- 7) Dual Tone Multi-Frequency (DTMF)
- B) Foreign Exchange
- C) Trunk Lines
 - 1) Direct Inward Dialing (DID)
 - 2) Direct Outward Dialing (DOD)
 - 3) Direct Inward Dialing and Direct Outward Dialing (DID/DOD)
- D) Integrated Services Digital Network Lines. The Contractor shall provide basic rate interface (BRI) and primary rate interface (PRI) ISDN lines. The Contractor shall provide ISDN lines at any location throughout the contracted LATA. The ISDN lines shall be compatible with the National ISDN-2 set of standards.
 - 1) BRI line configurations
 - a) 1 circuit-switched voice call on a single B channel
 - b) 2 circuit-switched voice calls (one on each B channel)
 - c) Circuit-switched data on the B channels at up to 64 Kbps
 - d) Packet-switched data on the D channels at up to 9.6 Kbps
 - 2) PRI line configurations
 - a) Transport of customer-switched data or voice at up to 64 Kbps over any B channel
 - b) Allow B channels to be allocated for specific services, such as DID, and DOD, and other 800 service, or optionally configure channels to access multiple services on a per call basis
 - 3) The BRI and PRI lines will be available as individual business lines or to provide access to network-based services (Centrex=like). As a minimum, the following features shall be provided for voice calls on the B channel of BRI and PRI business lines:
 - a) Automatic exclusion
 - b) Call pick-up – originating and terminating
 - c) Drop
 - d) Feature function button
 - e) Hold
 - f) Individual calling line identification
 - g) Key system coverage for analog lines
 - h) Multiple call appearances of a directory number
 - i) Outgoing called line identification for ISDN sets
 - j) Shared call appearances for a directory number
 - 4) At a minimum, the following features shall be provided for X.25 packet data on D channel of BRI and PRI business lines:
 - a) Fast select
 - b) Fast select acceptance
 - c) Flow control parameter negotiation
 - d) Hunt groups
 - e) Incoming calls barred
 - f) Nonstandard default packet sizes
 - g) Nonstandard default window sizes
 - h) Outgoing calls barred

- i) Throughput class negotiation
- 5) At a minimum the following features shall be available on the B channel of BRI and PRI lines used to access network-based business services:
 - a) Automatic dial line
 - b) Automatic line
 - c) Bridging
 - d) Call Park
 - e) Call waiting ringback
 - f) Delayed and abbreviated ringing
 - g) Drop
 - h) Executive busy override
 - i) Executive busy override exempt
 - j) Feature function button
 - k) Group intercom
 - l) Hold
 - m) Individual calling line identification
 - n) Initiated priority calling
 - o) Inspect for ISN terminals
 - p) Intercom
 - q) Intercom alerting
 - r) Intercom functions
 - s) Key system coverage for analog lines
 - t) Manual exclusion
 - u) Multiple call appearances
 - v) Originating priority calling
 - w) Outgoing called line identification for ISDN sets
 - x) Priority calling incoming only
 - y) Shared call appearances for a directory number
- 6) At a minimum the following features shall be available on the D channel of BRI and PRI lines used to access network-based business services:
 - a) Establishment of closed user group with outgoing access only, incoming access, incoming calls barred, outgoing calls barred, or unrestricted access.
 - b) Fast select
 - c) Fast select acceptance
 - d) Flow control parameter negotiation
 - e) Hunt groups
 - f) Incoming calls barred
 - g) Nonstandard default packet sizes
 - h) Nonstandard default window sizes
 - i) Outgoing calls barred
 - j) Permanent virtual circuit
 - k) Throughput class negotiation
- E) Customer Interface. The Contractor shall interface with the customer premise equipment using both the ISDN Network Termination 1 (NT1) two-wire interface and the NT2 four-wire interface. The customer premise equipment to interface with the ISDN service will be compatible with the National ISDN 2 set of standards.
- F) Network-Based Business Line (Centrex-like)

- 1) Automatic dial
- 2) Call forward – busy, no answer, and variable
- 3) Call hold
- 4) Call park
- 5) Call pick-up
- 6) Call transfer
- 7) Call waiting
- 8) Class of service
- 9) Conference calling
- 10) Group/extension dialing plan
- 11) Do not disturb
- 12) Hunting
- 13) Message waiting
- 14) Speed dial

G) Network Voice Mail

- 1) Call answering
- 2) Message notification
- 3) Message desk
- 4) Message addressing
- 5) Delivery options
- 6) Mailbox security
- 7) Remote access
- 8) Password protection

H) Directory Assistance. Directory assistance service shall comply with the Americans with Disabilities Act (ADA) of 1994.

I) Operator Assistance

- 1) Third number billing
- 2) Collect calls
- 3) Calling cards
- 4) Person to person
- 5) Station to station
- 6) General assistance

J) The following services optional and not required

- 1) DSL
- 2) Business DSL

2.2.4 The Contractor shall adhere to all applicable industry standards (e.g., Bellcore, American National Standards Institute (ANSI), FCC, and Electronic Industries Association (EIA)/Telecommunications Industries Association (TIA) for all services to be provided. The exception to these requirements is if a service-specific standard is explicitly specified in the service description. Compliance with the latest versions of standards is required throughout the duration of the contract. Considering the evolving nature of standards in the telecommunications industry, discussions will be held between the Contractor and State on an ongoing basis to assess the effect of these changes. A schedule will be established by the State to implement new standards or changes to existing ones. New implementations and/or changes to maintain conformance with standards shall be made at no additional cost to the State.

- 2.2.5 Performance. The Contractor shall be responsible for all aspects of service quality, reliability, interconnectivity, and interoperability of services between points of interface (demarcation point). Performance parameters shall meet or exceed the following:
- A) The grade of service (GOS) of blockage at any location shall not exceed 3 percent for access, 3 percent for egress, and 1 percent for transport. The GOS shall be determined using the locaton's average monthly business day busy hour traffic data.
 - B) The availability of acquired services shall be at least 99.5 percent.
- 2.2.6 The Contractor shall develop and implement a strategy for ensuring full interoperability among networks, services, and features. Partial interoperability is unacceptable. The service Contractor's capabilities must include, but are not limited to, interoperation with the public switched network (PSN) and any other network or system that in interoperable with the PSN.
- 2.2.7 The Contractor shall provide local number portability (LNP) so that current telephone numbers may be retained. This requirement applies regardless of which provider's network originates or terminates a call. LNP must be provided at no additional charge.
- 2.2.8 The Contractor's services provided must not require the user to dial extra digits or perform special dialing procedures (e.g., dialing a carrier access code) to make a local call, regardless of the customer or the customer's local service provider. The contractor's dialing party solution must also be compatible with the State's current customer premise equipment (CPE).
- 2.2.9 The Contractor shall provide network intercept to recorded announcements as an inherent network capability when a call or call-attempt cannot be completed. At a minimum, such announcements shall be provided for the following conditions: number disconnected, number reassigned, partial dial, incorrect number of digits dialed, time-out during dialing, network congestion, denial of access to features, and other related conditions.
- 2.2.10 The Contractor shall provide information on physical routing and location of network elements, such as switches, repeaters, and rights-of-way on request at no additional cost.
- 2.2.11 The Contractor shall provide diverse routing and dual-homing upon request. Where these capabilities are requested, the Contractor shall be compensated commensurate with their line rate.
- 2.2.12 The Contractor shall use an automated system to collect, aggregate, format, and report billing and accounting information. The billing system shall meet the following requirements:
- A) Charge only for completed calls;
 - B) Provide a CD with the detailed invoices electronically listing each call
 - C) Produce summary and detailed invoices and reports (reference sections 2.13.2 and 2.13.3)
- 2.2.13 The Contractor shall use a web-enabled service order tracking system. This system shall provide the capability to determine the status of service orders from order request to order completion via an audit trail.

2.3 General Requirements

- 2.3.1 The Contractor shall identify all subcontractors and shall include a complete description of their role. The Contractor shall strive to maintain the subcontractors as originally proposed to the State. Any changes or additions by the Contractor of their subcontractors shall be pre-approved by the State CM.
- 2.3.2 The Contractor shall be responsible for all work performed by its Subcontractor(s).

- 2.3.3 If a Contractor is no longer able to provide the required contractual services, the Contractor shall completely port services to a replacement contractor selected by the State. Services shall be completely ported within at least 120 calendar days prior to the date the Contractor will no longer be able to provide the required contractual services. During this transition, the Contractor shall maintain full services to the State. This provision shall not be interpreted as waiving any rights the State may have in connection with the failure of a Contractor to perform hereunder.
- 2.3.5 The Contractor's work shall be executed in such a manner that it does not disrupt day-to-day functions of the Agency or cause any unauthorized disruptions to existing telecommunications services. Therefore, the Contractor shall schedule on-site work through State designated site contacts.
- 2.3.6 All work performed for State agencies under the resulting Contract shall be performed under an established Purchase Order issued only by DBM. DBM shall notify the Contractor of exceptions to this requirement by written notification that a non-state entity is using the Contract or if the State policy is changed that State agencies are able to issue their own Purchase Orders. For auditing purposes, Contractor shall retain the notice for the period specified in Section 22 of the Contract.
- 2.3.7 The Contractor shall maintain quality control to monitor when billing starts, the incremental billing points and when billing terminates on a per call basis.
- 2.3.8 The Contractor shall be solely responsible for accepting all problem reports and resolving issues.

2.4 Transition Plans

2.4.1 Initial Transition From Current Vendor (Transition-In)

- 2.4.1.1 The Offeror shall submit an initial draft transition plan with their proposal.
- 2.4.1.2 A Kick-Off Meeting shall be scheduled by the State CM at the beginning of the Contract. The Contractor's key personnel and other appropriate individuals shall be in attendance. The final versions of the Project Management Plan (PMP), Work Breakdown Structure (WBS), Communication and Contact Plan, and Risk Management Plan documents shall be provided within ten (10) business days of the Kick-Off Meeting for approval by the State CM (Reference section 2.9.3 Deliverable Acceptance).
- 2.4.1.2 During the transition period, there shall be several (up to 3-4 times a week) teleconference meetings lasting approximately 15-20 minutes for the Contractor to provide a brief status regarding the transition. The brief status shall include at a minimum the number of lines transferred for local telecommunication services and any issues that need to be addressed.
- 2.4.1.3 The Contractor shall submit a finalized transition plan for transitioning all system equipment, software, service and maintenance activities from the incumbent to itself at the beginning of the Contract. This final plan shall be based on the initial transition plan submitted with the proposal and shall be submitted within (10) business days of the Kick-Off Meeting for approval by the State CM (Reference section 2.9.3 Deliverable Acceptance). The initial transition at the beginning of the Contract will begin with a signed Purchase Order
- 2.4.1.4 The Contractor shall complete the transition within 365 calendar days after receiving a signed Purchase Order.
- 2.4.1.5 The Contractor shall identify necessary deliverables as well as the timing of various steps in the initial and final transition plan.

2.4.1.6 The both the initial and final transition plan shall include at a minimum a project plan that addresses:

- A. Staffing (identify subcontractors);
- B. Communications between Contractor and State Contract Manager (or Agency Telecommunications Project Manager for project transition);
- C. Security and system accesses establishment;
- D. Hardware/software and telecommunications requirements and setup, other general office needs;
- E. Perform inventory;
- F. Completion of tasks and other unfinished work plan items;
- G. Remote or on-site locations at which testing will be initiated and performed;
- H. Type and description of test equipment to be used;
- I. Requirements for personnel from other than the Contractor's organization to participate in the transition;
- J. Operational readiness;
- K. Development and content of a checklist to document team readiness;
- L. Identify how Contractor will demonstrate and document team readiness, allowing them to move into the service and support phase;
- M. Status reporting and meetings;
- N. Timing of transition; and,
- O. Other matters the Contractor deems important for the transition phase.

2.4.1.7 The Contractor shall confirm with the Agency Representative that following performance criteria is successful in order for the transition to be determined complete and acceptable:

- A) Each station has dial tone;
- B) Each station can place calls (local and long distance); and,
- C) Each station can be called if so designed.

2.4.2 End-of-Contract Transition (Transition Out)

2.4.2.1 The Contractor shall support requested activities for technical, business and administrative support to ensure effective and efficient end-of-contract transition to the State or another State agent. Examples of these activities include a final project debriefing meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices. The Contractor will ensure that all necessary knowledge and materials for the tasks completed is transferred to the custody of State personnel.

2.4.2.2 Near the end of the contract, at a time requested by the State, the Contractor shall support end-of-contract transition efforts with technical, project, and contract support.

2.4.2.3 A Transition Plan due within 30 days of being notified by the State Contract Manager of a final contract end-date. The transition plan will include:

- A) Any Staffing concerns/issues;
- B) Communications between the Contractor and the State Contract Manager;
- C) Security and system access: review and closeout as needed;
- D) Any Hardware/software and telecommunications requirements and setup, other general office needs;
- E) Any final Training/Orientation of State staff or another State agent's staff
- F) Knowledge transfer:
 - 1. Ensure there is a working knowledge of the system's environment as well as the general business practices of the State;

2. Review with DBM the procedures and practices that support the business process and system;
 3. Ensure the working knowledge of all technical and functional matters associated with the system, its system architecture, data file structure, system interfaces, any batch programs, and any hardware or software tools utilized in the performance of this contract;
 4. Provide a document that lists and describes all hardware and software tools utilized in the performance of this contract;
 5. Ensure the State has a working knowledge of various utilities and corollary software products used in support and operation of the system;
 6. Ensure the State has a working knowledge of all processes and procedures, both functional and technical, concerning all the system's interfaces.
- G) Completion of tasks and any unfinished work plan items;
- H) Ensure the State has a working knowledge of any and all ongoing Operational and maintenance readiness;
- I) Provide for the development and content of a checklist to document the State's readiness;
- J) Demonstrate and document team readiness, allowing them to move into any follow-on phase such as maintenance;
- K) Document any risk factors and suggested solutions;
- L) Status reporting and meetings;
- M) Timing of transition.

2.5 Security Requirements

2.5.1 The Contractor shall comply with and adhere to the Maryland State IT Security Policy and Standards (Reference Attachment G). These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the Maryland State IT Policy and Standards are available on-line. (Reference Attachment G)

2.5.2 Security of Contractor's Infrastructure

2.5.2.0 The Offeror shall submit an initial draft security plan with their proposal.

2.5.2.1 The Contractor shall provide security-related services within its network. This support is not considered a fee-for-service type of security offering. Security-related service support is directed at ensuring availability of service, confidentiality, and data integrity of both the Contractor's transmission systems and databases being maintained by the Contractor in support of the State's interests. Best commercial practices are expected relative to the security requirements of this section.

2.5.2.2 The Contractor shall provide a finalized security plan based on the initial security plan submitted with the proposal that addresses its proposed security solutions for supporting the security requirements described in this section.

2.5.2.3 The Contractor shall immediately respond to remedy any security breach, whether identified by the Contractor or the State. Upon Contractor identification of a security breach, the State and all affected agencies shall be immediately notified. All costs associated with the Contractor's failure to immediately respond to remedy any security breach, whether identified by the Contractor or State, during the term of this contract shall be the sole responsibility of the Contractor.

- 2.5.2.4 The Contractor shall conduct a semiannual analysis of its system(s) supporting the State to determine if any security breaches have occurred that could adversely affect system integrity or result in unwarranted charges. As part of this analysis the Contractor shall develop specific remedial actions to be taken to secure any breaches identified. The results of each analysis shall be presented, in writing, to the State Contract Manager and any affected agency within 30 days of analysis completion. State Contract Manager must approve all remedial actions before their implementation. Following State Contract Manager approval, failure to complete an order for remedial action within the time permitted will result in the Contractor being responsible for all costs incurred as a result of the breach. Within 30 days of contract award, the Contractor shall provide to the State Contract Manager an outline and schedule of its plan to conduct the semiannual analysis. The schedule shall begin within 6 months of award and continue throughout the term of the contract.
- 2.5.2.5 The Contractor shall proactively protect against malicious threats that deny service and thus reduce availability of the contracted service by providing mechanisms to protect the switching and network management systems from denial-of-service attacks. Such attacks include insider attacks, unauthorized or unexpected user actions, unauthorized intrusions, and other perceived threats.
- 2.5.2.6 The Contractor shall protect State information from both disclosure to unauthorized persons and unauthorized modification during its transmission.
- 2.5.2.7 The Contractor shall provide confidentiality protection for sensitive information maintained in the network such as subscriber profiles, billing data, network performance statistics, and network vulnerabilities.
- 2.5.2.8 The Contractor shall provide mechanisms to identify and authenticate Contractor personnel and State personnel who are authorized to access network management information.
- 2.5.2.9 The Contractor shall provide access controls to protect the network management systems and switching systems from attacks via publicly accessible ports on “end” devices, such as PBXs, routers, and packet switches or from ports on end devices that may be accessed via the PSN (e.g., maintenance ports).
- 2.5.2.10 The Contractor shall provide access controls to ensure that only authorized Contractor personnel and State personnel have access to network management information.
- 2.5.2.11 The Contractor shall be responsible for identifying, reporting, and resolving all security violations and breaches. The Contractor shall report all security breaches to the State Contract Manager and Agency Telecommunications Coordinator.
- 2.5.2.12 The Contractor shall provide audit and alarm mechanisms that log all security-related events and report critical events to the State Contract Manager within 1 hour of occurrence. The Contractor shall maintain these audit trails for the time period consistent with the requirements of the Contract.
- 2.5.2.13 Database and System Security.
- A) The Contractor shall provide protection for the databases and information processing systems that are critical for the continuous, reliable operation of services. The Contractor shall provide protection against unauthorized access by external communications means, whether from authorized or unauthorized terminals.
 - B) These systems include but are not limited to the billing system, audit trail repositories, network management information databases, network management monitoring and control systems, teleconference reservation systems, repositories of users’ identification and authorization information, and call detail records (CDR).

- C) The Contractor shall provide a finalized plan within 15 business day of the Kick-Off meeting of how these systems will be restricted to authorized users and protected against unauthorized access. Upon approval by the State CM, the Contractor shall implement the plan.

2.5.2.14 The Contractor shall protect its facilities from entry by unauthorized persons.

2.5.2.15 The Contractor shall establish security procedures, including but not limited to the following:

- A) Processes to implement two-person rules of access for critical facilities, where required by the State Contract Manager
- B) Procedures to establish a division of responsibilities for Contractor personnel relative to their gaining access to Contractor-controlled, State-related databases and information
- C) Procedures to prevent fraudulent use of State information or services paid for by the State.

2.5.2.16 Ongoing Security Improvements

- A) The Contractor shall implement, after obtaining approval from the State Contract Manager, new security-related standards for telecommunications transmission and switching technologies as they mature and become accepted practice in the commercial environment. For those instances where this occurs, the contractor shall submit as part of its security plan a procedure to incorporate these standards into their operations as they become accepted within the commercial operational community.
- B) The Contractor shall work with the State on an ongoing basis to enhance and certify security. The security plan shall describe planned enhancements to network security and shall be updated annually, as a minimum, after contract award. Post-award activities shall include, but not be limited to, the following:
 - 1) Provide the State with quarterly summaries of security-related events, including the number of attempted break-ins and changes to security practices and procedures.
 - 2) Work with the State to reassess the severity of new perceived threats and to take countermeasures to ensure the specified network availability in accordance with the security plan.
 - 3) Work with the State to conduct quarterly security certification and accreditation audits on the Contractor's networks and systems.

2.5.3 IT Security

2.5.3.1 Security Regarding Contractor-owned Computer Equipment. The Contractor shall not connect any of its own equipment to an Agency's LAN/WAN without prior written approval by the State.

2.5.3.2 The Contractor shall fill-out any necessary paperwork for security access to sign on at the State's site if access is needed to the State's LAN/WAN, as directed and coordinated with the Agency Telecommunication Project Manager or the State Contract Manager.

2.5.4 Physical Security:

2.5.4.1 Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badges at all times while on State premises. Upon request of State personnel, each such employee or agent shall provide additional photo identification.

2.5.4.2 Security Clearance:

- A. The Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing services under the Contract. This check may be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any Contractor employee providing services on-site at any location covered by this Contract. A CJIS Federal background check is necessary for each employee assigned to work on the Contract and shall be completed within four (4) months of Contract award.
- B. The Contractor shall provide certification to the Department that the Contractor has completed the required CJIS criminal background checks and that the Contractor's employee assigned to this Contract has successfully passed this check. The Department reserves the right to refuse any individual employee to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- C. The CJIS criminal record check of each employee who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
 - (a) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - (b) any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - (c) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - (d) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - (e) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - (f) a crime of violence as defined in CL § 14-101(a).
- D. An employee of the Contractor who has been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises pursuant to this Contract; an employee of the Contractor who has been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
- E. Each Agency may impose more restrictive conditions regarding the nature of prior criminal convictions that would result in an employee of Contractor not being permitted to work on that Agency's premises. Upon receipt of an Agency's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification to that Agency regarding the personnel working at or assigned to that Agency's premises.

2.5.5.3 On-site Security requirement(s): For all conditions noted below, the Contractor's personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.

- A. Any person who is an employee or agent of the Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the Agency may be searched,

fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Agency.

- B. Further, the Contractor, its employees and agents and Subcontractor employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the Agency that controls the facility to which access by the Contractor will be necessary. The failure of any of the Contractor's or Subcontractors employees or agents to comply with any provision of the Contract that results from award of this solicitation is sufficient grounds for the State to immediately terminate that Contract for default.
- C. Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document an inventory of tools, equipment, etc. being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Contractor's personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor's personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor personnel.
- D. At all times at any facility, the Contractor's personnel shall ensure cooperation with State site requirements which include: being prepared to be escorted at all times, and providing information for badging and wearing the badge in a visual location at all times.

2.6 Ordering Process

2.6.1 Ordering/Cancellation Process

- A. **Initiate.** A signed PO will be faxed to the Contractor by DBM/OIT. Only DBM/OIT is authorized to approve PO, unless the State CM notifies the Contractor of changes in authorization.
- B. **Contractor Response.** The Contractor shall send a response to the PO to DBM/OIT. The response shall include, but not be limited to description of service and features, agency requesting the service, location(s) for service delivery, service due date, an installation plan, Work Breakdown Structure with critical dates for implementation and estimated costs if applicable. The response shall be delivered to DBM/OIT within three (3) business days from receipt of the requisition.

2.6.2 Service Order Response Times. The Contractor shall perform service order requests within the following time intervals:

Type	Quantity	Interval
New Business Lines	1-5	3 business days
	6-10	5 business days
	11-25	7-10 business days
	25+	Negotiate
New CENTREX Line (CENTREX Existing)	1-5	3 business days
	6-10	5 business days
	11-25	7-10 business days

	25+	Negotiate
Analog Trunks (DID and/or TKNA)	1-10	7 business days
	10+	Negotiate
ISDN BRI	1-5	6 business days
	6-10	10 business days
	11+	Negotiate
ISDN PRI	1-5	15 business days
	5+	Negotiate
Add or Delete Features (Business Lines or CENTREX)	1-10	3 business days
	11-25	5 business days
	26-50	7 business days
	51-100	10 business days
	101+	Negotiate
New CENTREX	1-75	15 business days
	76-199	20 business days
	200+	Negotiate
All Disconnects	All	3 business days

- 2.6.2 The State may at times request expedited service order processing. The Contractor and State CM or Agency Representative will agree upon the expedited due date. The Contractor shall then adhere to that due date and complete all work functions within the timeframe.
- 2.6.3 The Contractor shall complete work by the agreed upon due dates. If the Contractor is unable to complete work by the due date, the Contractor shall provide in writing a detailed description of the problem and the anticipated resolution time. The State CM or designee shall approve or reject any changes in due dates proposed by the Contractor.
- 2.6.4 The Contractor shall accommodate any changes to the ordering process such as an electronic transaction process.

2.7 Response Times for Service Problems

- 2.7.1 The Offeror shall provide with the proposal an emergency call procedure to accommodate emergency maintenance.
- 2.7.2 The Contractor shall keep the emergency call information current throughout the life of the Contract. The procedure shall include the names, telephone numbers, and pager numbers of the individuals to be contacted should an emergency arise, as well as, time periods between escalation levels. Names and numbers of upper management shall be included in the procedure. Escalation procedures shall be updated and sent to the State Contract Manager within 10 business days after any changes.
- 2.7.2 The Contractor shall notify the State Contract Manager two calendar weeks in advance, by confirmed e-mail, phone or fax of any planned service outages that may affect the State's services provided, or describe alternate plans. Planned service outages may only occur with the approval of the State, which approval may include, for example only, limiting the outage to such dates, times and conditions as the State may find acceptable, including, for example only, providing the State alternate service that is acceptable to the State at no additional charge.
- 2.7.3 The Contractor shall have a Service Center staffed twenty-four (24) hours a day seven (7) days a week to accept problem calls for service. There shall be one toll free telephone number, which

shall be identified in the proposal that the State can use to reach the Service Center. The Service Center shall have a web-based reporting and problem tracking system. The State reserves the right to schedule visitations to the Contractor's Service Center.

- 2.7.4 The Contractor shall provide a Service Manager to be primary point of contact to the State during any major and/or critical outages, chronic troubles, etc. and shall be a technical resource for the State.
- 2.7.5 The Contractor shall not close any problem/trouble report until the originator is contacted and confirms that the problem is resolved.
- 2.7.6 The Contractor shall resolve and close all problem reports within 24 hours from the initial report, if possible. In the event a trouble report cannot be resolved within the 24-hour timeframe, the Contractor shall notify the trouble report originator by e-mail or phone with a complete status and estimated time of restoral (ETR).
- 2.7.7 The Contractor shall provide support 24 hours a day, 7 days a week within the Service Response Time requirements for the State of Maryland, as specified:
Service Response Time Requirements: Within 2 hours of the State notifying the Contractor of a service problem/trouble, the Contractor shall provide status to the originator. The Contractor shall provide status to the originator each hour or no later than each two hour interval until the service has been restored.
- 2.7.8 The Contractor shall represent the State with other Telephone Companies to resolve local and/or long distance problems/troubles. The State will provide required Letters of Authorization to the Contractor. The Contractor shall assist the State equipment vendors within reason to expedite problem/trouble reports.

2.8 Disaster Recovery

- 2.8.1 The Offeror shall submit with their proposal an initial Disaster Recovery Plan using the format provided in the State's SDLC policy (see section 2.9.1). The Disaster Recovery Plan shall detail coverage, communication, and actions necessary in the event of an outage. The communication section of the Plan shall document a standard and contingency communication approach with escalation factors.
- 2.8.2 Within five (5) business days of receiving a signed Purchase Order at the beginning of the contract, the Contractor shall provide their finalized Disaster Recovery Plan based on the draft submitted with their proposal.
- 2.8.3 The Disaster Recovery Plan information shall be in compliance and compatible with the State's Disaster Recovery scenarios and Plan. Existing State Disaster Recovery Plans will be available through the State CM.

2.9 Master Contract Milestones/Deliverables

- 2.9.1 The Contractor shall prepare a Work Breakdown Structure (WBS) as part of their Project Management Plan and methodology explanation, using project-tracking software selected by the Agency Telecommunications Project Manager. The WBS shall provide a detailed work plan that identifies each project milestone and associated deliverable and describes the project work effort necessary to accomplish each milestone unless otherwise specified. The Contractor will refer to the Maryland System Development Life Cycle (SDLC) policy for the format of the deliverables. The Maryland SDLC can be found using the following link and instructions:
<http://www.dbm.maryland.gov>. Select Technology - Select Policies and Publications – Select

Systems Development Life Cycle Methodology. Any changes to the WBS will have to be pre-approved by the State CM.

<i>Milestones</i>	<i>Deliverables</i>
I. Project Initiation Milestone	
a) Kick-Off Meeting	<ol style="list-style-type: none"> 1. Initial Meeting with State CM and selected State staff to understand and communicate the project timeline and requirements. 2. Update Project Management Plan as required.
b) Project Management Plan (PMP)	<ol style="list-style-type: none"> 1. WBS demonstrating Project Plan & Methodology to include Milestones, Deliverables, and individual important project tasks, Gantt Chart, Staffing Plan, Communication & Contact Plan (to include Contingency detailed information), Risk Management, Security Plan (Reference 2.5.2.15) and Disaster Recovery Plan (Reference 2.8) 2. The draft PMP shall be provided at the Kick-Off Meeting. 3. The final PMP shall be provided within 10 business days of the Kick-Off Meeting.
II. Initial Transition	<ol style="list-style-type: none"> 1. Transition Plan (Reference 2.4.1) 2. Brief status teleconference meetings (Reference 2.4.1.2)
III. Service Requests	<ol style="list-style-type: none"> 1. Response to the ADPICS Requisition 2. Local Telecommunication Services
IV. Ongoing Meetings, Reports and Certifications	<ol style="list-style-type: none"> 1. Ongoing Monthly Status Meetings and Reports (Reference 2.12) 2. Most Favored Customer Certification shall be performed semi-annually. (Reference 1.5.2)
V. Security	<ol style="list-style-type: none"> 1. Security Analysis Schedule shall be provided 30 days after Contract Award. (Reference 2.5.2.4) 2. Security Analysis Report shall be provided on a semiannual basis. (Reference 2.5.2.4) 3. Ongoing Security Improvements (Reference 2.5.2.16) 4. Security Plan shall be updated annually. (Reference 2.5.2.16) 5. Security report shall be provided quarterly. (Reference 2.5.2.16) 6. Security Certification and accreditation audits on Contractor's networks and systems shall be performed quarterly. (Reference 2.5.2.16)
VI. Invoicing	Fixed-Unit Price Invoicing (Reference section 2.13)
VII. End-of-Contract Transition as initiated by State	<ol style="list-style-type: none"> 1. Transition Plan for Transition to State or State Agent (Reference section 2.4.2) 2. Transition Support As Required 3. Reporting and Documentation 4. Current Inventory 5. Any open orders and expected solution for transition and reporting.

2.9.2 The Contractor shall follow the Deliverable Acceptance process as described in 2.9.3 to obtain State CM approvals for all submitted plans and procedures.

2.9.3 Deliverable Acceptance Process.

- A) The Contractor will submit plans and procedures as specified in the Purchase Order issued under this Contract for all plans and procedures upon completion, in the format and medium designated by the State Contract Manager in the Purchase Order. The plans and procedures will be submitted to the State Contract Manager for review and acceptance. The Contractor shall memorialize such delivery with a document to confirm the receipt of plans and procedures by the State, which sets forth the nature of the deliverables and the date of their delivery. The State CM will countersign the document confirming the receipt of deliverables to indicate receipt. The State CM will begin review of the following deliverables received. Upon completion of such review, the State CM will issue a document that provides notice of acceptance or rejection of the deliverables.
- B) If the State CM does not accept the item within 5 business days, the Contractor shall notify the State CM in writing of the risk associated with the delay. In the event of deliverable rejection, the Contractor will make every reasonable effort to correct any deficiencies or non-conformities and resubmit the rejected item as promptly as possible. If the Contractor fails to correct the problem within five business days of notification of the failure by the State, follow-on project items may not continue until deliverable is satisfied, or State CM acceptance or waiver for the condition associated with non-acceptance.

2.9.4 The Offeror shall submit the following draft plans and procedures with their proposal:

- A) Draft Project Management Plan (PMP), Work Breakdown Structure (WBS), Communication and Contact Plan, and Risk Management Plan
- B) Draft Transition Plan for transitioning all system equipment, software, service and maintenance activities from the incumbent to itself.
- C) Initial Security Plan that addresses its proposed security solutions for supporting the security requirements described in section 2.5.2. The plan shall detail how the Offeror's systems will detect and prevent access by unauthorized users that may result in toll fraud, including the administrative, technical, and legal support that will be provided at no additional charge to the State to help prevent, detect, and remedy toll fraud. The initial security plan shall describe planned enhancements to network security.
- D) Initial plan of how the systems described in section 2.5.2.13 will be restricted to authorized users and protected against unauthorized access.
- E) Emergency Call Procedures as described in section 2.7.1
- F) Initial Disaster Recovery Plan as described in section 2.8.1

2.10 Staffing Requirements

- 2.10.1 The State, at its sole discretion and at no additional cost to the State, reserves the right to reject assignment of any Contractor personnel to work on projects related to the Contract.
- 2.10.2 The Contractor shall have sufficient qualified staff and maintenance equipment to accommodate installations and/or maintenance.
- 2.10.3 The Contractor shall assign individual staff to perform the following functions. These staff are considered key personnel and the Contractor shall provide resumes of these individuals with the proposal.

- A. **Contract Administrator** - Serves as the central point of contact on behalf of the Contractor. Responsibilities of this function include, but are not limited to: acting as liaison between the Contractor and the State on all non-technical matters; receiving Purchase Orders from the State for distribution to appropriate Contractor personnel; authority to commit the Contractor's staff; and providing any necessary remediation plans.
 - B. **Billing Administrator** – Serves as the point of contact for all billing questions and issues. Responsibilities of this function include, but are not limited to: answer billing questions, researching and correcting billing issues and problems.
 - C. **On-site Ordering/Payment Issues Agent** – Handles issues regarding orders and/or payments on behalf of the State. This position will perform duties on-site at 301 West Preston Street, Baltimore, Maryland. This location may change in the future with notice from the State CM. Responsibilities of this function include, but are not limited to: follow-up on ordering problems and invoicing issues, escalation of problems to the Contractor, and aid in fixing problems dealing with orders and invoices. See section 2.10.4 for the State's accommodations for this position.
 - D. **Service Center Supervisor** – Manages the Service Center staff. Responsibilities of this function include, but are not limited to: handle escalated service issues and problems and attend status meetings when requested by the State CM.
 - E. **Service Manager** – Single point of contact for the State during major, chronic and critical outages. Service Manager also serves as a technical resource to the State.
- 2.10.4 State Accommodations for the On-site Ordering/Payment Issues Agent position. The Contractor shall be provided working space for this one position at 301 W. Preston Street, Baltimore, Maryland. Parking facilities are available nearby, however, any parking fees are at the Contractor's expense. The Contractor will not be allowed to connect their personnel or business computers to the State's network. The following equipment shall be provided for a maximum of 1 personnel:
- Desk, chair, and phone
 - Desktop Computer (Windows 2000 Office Suite, Outlook, Internet access)
 - Access to the DBM network for State-supplied computer only
 - Consumable office supplies,
 - Meeting rooms by appointment
 - Access to office printers
- 2.10.5 Availability of Key Personnel. Offerors shall ensure the identified key personnel will be available to perform Contract requirements. Contractor key personnel shall not be reassigned to another task without prior written concurrence of the State's CM. If any key personnel leave the employment of the Contractor, the replacement must have equal or better qualifications and be approved by the State's CM. The Contractor shall replace key personnel within 5 business days of departure of the then current key personnel.
- 2.10.6 Substitution of Key Personnel. The Contractor may not substitute key personnel, other than by reason of an individual's death, termination of employment, or for a sudden incapacitating illness that is projected to last more than 5 days, etc. without prior written approval of the State CM. The State CM's approval will not be unreasonably withheld. To replace any key personnel specified in the Contract, the Contractor shall submit resumes of the proposed substituted personnel, specifying the intended job function, to the State CM. All proposed substitute personnel shall have qualifications at least equal to those of the replaced personnel, and must be approved by the State CM. The State CM will arrange for the interview of the substitution personnel. After interviewing, the State CM will notify the Contractor in writing of the acceptance or denial of the requested

substitution. The Contractor shall replace key personnel within 15 business days of departure of the then current key personnel.

2.11 Training and Documentation

- 2.11.1 Online Report Tool Training and Documentation. The Contractor shall provide training and documentation to designated State employees with the authority to use the online reporting tool and State administration and operations staff. The Contractor shall provide training to selected individuals, not to exceed 20 individuals per class, for the initial training.

2.12 Reports and Meetings

2.12.1 Monthly Status Report and Meetings

- A. A status report itemizing all transactions between the State and the Contractor for the prior month, the planned activities and accomplishments for the current month and any issues that require the attention of the State CM or DBM upper management with a proposed solution
- B. The report shall be issued electronically in a format acceptable by the State and in hard copy to the State CM as well as other individuals as appropriate.
- C. The report shall be issued by the 10th business day each month.
- D. A meeting with the State Contract Manager will be held each month to discuss the report and other necessary issues.

2.12.2 Monthly Reports. The Contractor shall furnish monthly reports to the State Contract Manager in a media and format approved by the State. As a minimum, the State will require the following reports, provided monthly, by the 15th day of the month for the previous month's activities, and containing both current and cumulative information:

- A. Installation Summary Report to include the following information at a minimum: ADPICS Requisition number, date of requisition, acceptance date, name of State and non-state entity, address of entity, billing code, description of service, date of installation, installation location, price quote or amount billed, status, State or non-state entity point of contact name and number, Contractor point of contact name and number, and completion date. Final total amount by entity, and grand total for all entities.
- B. Management Reports
 - 1) Minority Business Enterprise (MBE) utilization monthly and year to date
 - 2) Monthly, year to date, and cumulative Contract billings by State agency and location.
- C. Problem/Resolution Reports (By State Agency/Entity) to include the following information at a minimum: Agency name, name of Agency contact who reported the problem/trouble, date and time notified, date and time of arrival, description of problem reported, diagnosis of failure, work performed, date and time failure was corrected, resolution time for each problem reported, charges for the service, if applicable, and name of person(s) performing the service.
- D. Performance Reports that document performance/non-performance of the local telecommunications services offered shall include, but not be limited to:
 - Problem Resolution Summaries

- Chronic Problem Detail

2.12.3 The Contractor shall have a web-based system available for the State CM and TCs. The system shall provide real time or nearly real time information. The system shall have the capability to save the reports in an electronic format such as an Excel spreadsheet and/or print the reports on a printer. The reports shall contain parameters to allow the user to create reporting periods for a day, week, month, year, etc.

- A) Billing Information
- B) Service Orders
- C) Problem/Maintenance Tracking
- D) Security Reports

2.12.4 The Contractor shall support any additional reporting or meeting requests of the State CM as required and requested by the State for legislative, auditing, other special reporting purposes, or emergency events at no additional cost to the State or this contract.

2.13 Invoicing

2.13.1 All invoices shall be submitted monthly no later than 15 calendar days after the end of the invoice period and include the following information: name and address of the State agency being billed, vendor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, Invoice Period, Invoice Date, Invoice Number, Amount Due and the Purchase Order Number(s) being billed. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

2.13.2 Invoicing:

- A) The billing cycle for all services LATA-wide will reflect a first-of-the-month bill date. The Contractor's monthly invoice shall include the next month's charges and credits for the provision of service and the prior months charges for usage. The Contractor shall charge for all services within two billing cycles after the services were rendered. All charges not processed within two billing cycles shall be borne by the Contractor, without recourse, unless a request for an extension is approved in writing by the State's CM. Such an extension shall be granted only within the two billing cycle period.
- B) The Contractor shall start billing for the service on the starting effective bill date (EBD). The starting EBD shall be the date when the service is installed, completed, and accepted by the agency and State CM. For service terminations, the Contractor shall cease billing as of the termination date approved or accepted by the agency and State CM.
- C) Billing Adjustments. The Contractor shall provide to the State a monthly summary of credit and debit billing adjustments. The summary shall include, but not be limited to, the number and types of adjustments identified, the number of adjustments resolved, and the number and types of adjustments outstanding. The Contractor shall ensure that all billing debits and credits, including associated surcharges, are properly distributed on the invoice and properly applied to the correct billing entity and must not be applied to the outstanding balance. If an adjustment is required, the Contractor shall notify the responsible designated State representative before processing the adjustment. All adjustments shall be documented on an invoice.

- D) Billing Disputes. The Contractor shall resolve billing disputes to the satisfaction of the State within 2 billing cycles, or provide full credit to the State. In an extenuating circumstance, the Contractor may submit a request for extension to the State Agency Representative for approval.
- E) Credits. The Contractor shall apply monetary credits, based on a pro-rated share of the monthly service cost, for any valid trouble report. Such credits shall be applied to the next month's invoice and include, but not be limited to, those that relate to the following:
 - 1) An unscheduled out-of-service condition
 - 2) Service that does not meet the quality requirements specified in section 2.2.5
 - 3) Call interrupts, dialing, or call-establishment errors
 - 4) Bill disputes as specified in section 2.13.2 D
 - 5) Fraud
- F) The Contractor shall obtain approval from the State CM before making content or format changes to the hardcopy or electronic invoice or summary reports. Upon State CM acceptance, the Contractor shall specify a date when the new format will go into effect. The Contractor shall provide a sample of the revised format to the State and to the agencies to facilitate the reconfiguration of the State's systems at least six (6) months in advance of the effective date. Any such changes shall be made at no additional cost to the State.

2.13.3 Each invoice shall be itemized to include:

- A) Contain a Summary Page with the total monthly billing by local telecommunications services for which the invoice was submitted. The required data elements in the summary section of the invoice shall include, but are not limited to the following:
 - 1) Name, address, and Federal Employer Identification Number of the Contractor;
 - 2) Name, title, toll free telephone number and mailing address of the Contractor's Billing Administrator;
 - 3) Contract information (e.g., contract number), Period of time covered by the invoice, total invoice amount, previous statement balance, interest charges, payments posted specified by billing month, current charges, all billing adjustments (credits and debits with description), balance due and amounts in dispute.
- B) Include a Detail Summary Page that contains the recurring and nonrecurring charges, and the CDR that is identified to the lowest level of call origination possible, (e.g., the originating stations calling number, address code, authorization code, or trunk). The required data elements in the detailed section of the invoice shall include, but are not limited to the following: agency billing code, authorization code, bill state date, bill stop date, call actual start time, call actual stop time, call connect date, call cost amount, call disconnect date, call minutes, called number, called city, called state, calling number, calling city, calling state, charge type code, credits, customer acceptance date, customer address code, days active, debits, feature code, installment quantity, item code, monthly recurring charge, service initiation charge, service order number, service type code, special charges, surcharges, and time of day flag.

2.13.4 Invoices for final payment for the entire contract shall be clearly marked as final and submitted when all work requirements have been completed and no further charges are to be incurred under any Purchase Order and the contract. Unless there is prior approval by the State to do so, or the Contractor can document to the State CM's satisfaction an extreme or emergency event, in no event shall any invoices be submitted later than sixty (60) calendar days from the contract termination date.

SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

Offerors shall submit proposals in separate volumes and LATAs:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

The Offeror shall indicate in the Executive Summary each LATA for which services are proposed. Offerors must prepare separate financial proposals for each LATA proposed. However, if Offeror is proposing for more than one LATA, only one complete, technical proposal is necessary. Offerors may provide abbreviated technical proposals, citing any changes from the complete technical proposal, and submit for each subsequent LATA proposed.

3.2 Proposals

Volume I-Technical Proposal shall be sealed separately from Volume II-Financial Proposal but submitted simultaneously to the Procurement Officer. An unbound original, so identified, and five (5) copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal in MS Word format and the Volume II- Financial Proposal in MS Excel format shall also be submitted with the unbound originals technical or financial volumes, as appropriate. Electronic media may be 3-1/2" diskette or CD and shall bear a label on the outside containing the RFP number and name, the name of the Offeror, and the volume number.

3.3 Submission

Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal – LATA ____ and Volume II-Financial Proposal – LATA _____. Each sealed package shall bear the RFP title and number, name and address of the Offeror, the volume number (I or II), LATA number and closing date and time for receipt of the proposals on the outside of the package.

All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").

3.4 Volume I – Technical Proposal

3.4.1 Transmittal Letter

A transmittal letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. See Offeror's responsibilities in Section 1.21. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.

3.4.2 Required Submissions to be Submitted by Offeror:

- A. Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal only)
- B. Minority Business Enterprise (MBE) Participation Forms (See Attachment D-1 through D-4)

3.4.3 Format of Technical Proposal

Inside a sealed package described in Section 3.3, above, an unbound original, to be so labeled, five (5) copies and the electronic version shall be provided. Section 2 of this RFP provides requirements and Section 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's Technical Proposals should be organized and numbered in the same order as this RFP. This proposal organization will allow State officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by paragraph number.

The Technical Proposal shall include the following section in this order:

3.4.4 Title and Table of Contents

The Technical Proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents shall follow the title page for the Technical Proposal.

3.4.5 Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary". The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. If there are no exceptions taken, the Offeror is to state that they have no exceptions to the requirements of this RFP, the Contract (Attachment A), or any other attachments. **Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**

3.4.6 Offeror Experience and Capabilities

Offerors shall include information on past experience with similar projects and particularly with the local telecommunications services. General requirements of the Offeror and personnel are outlined in Section 2. Offerors shall describe how their organization can meet the qualifications of this RFP and shall include the following:

- 3.4.6.1 An overview of the Offeror's experience and capabilities rendering services similar to those included in this RFP. This description shall include:
- Corporate/organization size, length of time the organization has been providing the equipment and software services, key business partners, and the number of employees dedicated to providing installation and maintenance of the proposed equipment;
 - a comprehensive description of the Offeror's experience in supplying and maintaining the proposed systems and services requested by this RFP;
 - technical skills and certifications of the Offeror's employees associated with providing installation and maintenance of proposed equipment and software within the locations involved in the direct support of the facilities detailed in this RFP;
 - experience, training and certification relative to the specific components of hardware and services of this RFP for employees associated with providing installation and maintenance of proposed equipment and software within the locations involved in the direct support of the facilities detailed in this request for RFP;
 - the number of clients and geographic locations the Offeror currently serves; and,
 - implementation of similar services.

- 3.4.6.2 An organization chart of the Offeror showing all major component units, which component(s) will perform the requirements of this Contract, where the management of this Contract will fall within the organization, and what corporate resources will be available to support this Contract in primary, secondary, and back-up roles.
- 3.4.6.3 At least three (3) references from its customers who are capable of documenting:
- A. The Offeror's ability to manage projects of comparable size and complexity.
 - B. Each client reference shall be from a client for whom the Offeror provided service and maintenance on proposed equipment and software and shall include the following information:
 - Name of client organization
 - Name, title, and telephone number of Point of Contact for client organization
 - Value, type, and duration of contract(s) supporting client organization
 - The services provided, scope of the Contract, objectives satisfied
 - C. A list of all work in excess of \$1,000,000 performed for the State of Maryland within the last five (5) years, with the following information provided for each project: Agency Name, Agency Point of Contact Name and Phone Number, Dates of Performance, Contract Value, Type of Contract, Brief Description of Services & Products Provided.

3.4.7 Personnel

The Offeror shall describe its personnel capabilities in compliance with Section 2.10. Resumes shall be provided for all key personnel proposed for this RFP.

3.4.8 Offeror Technical Response to RFP Requirements

The Offeror shall address each major task in the Technical Proposal and describe how their proposed services will meet the requirements as described in the RFP (Section 2). If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. As stated above, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that responds to a work requirement shall include an explanation of how the work will be done.

3.4.9 Service Center Capabilities

The Offeror shall describe in detail the operation and organization of their Service Center including, by way of example only, hours of operation, staffing at this location, security and premises protection ratings (state if they are not applicable) and experience of key Service Center personnel (Reference section 2.7.3). The Offeror shall describe their remote maintenance capability. The State reserves the right to inspect the Offeror's Service Center prior to award. The Offeror shall describe all other locations from which maintenance personnel may be dispatched or which are capable of servicing the equipment remotely.

3.4.10 Transition Plan

The Offeror shall describe in detail the plan to transition local telecommunications services from the incumbent to themselves within three hundred sixty-five (365) days of the commencement date of the Contract. (Reference section 2.4.1)

3.4.11 Plans, Procedures and Web-enabled Systems

Offeror shall include the following initial plans/procedures and web-enabled systems as part of their proposals:

- A. Security Plan as outlined in section 2.5.2
- B. Emergency Call Procedures as outlined in section 2.7.1
- C. Disaster Recovery as outlined in section 2.8
- D. Master Contract milestones and deliverables as outlined in section 2.9
- E. Web-enabled Systems as outlined in section 2.12.3
- F. Samples of Billing Invoices as outlined in section 2.13.2 and 2.13.3

3.4.12 Financial Capability and Statements

The Offeror shall include Financial Statements. Provide copies of the last two (2) year end financial statements (independently audited preferred)

3.4.13 Legal Actions Summary

The Offeror shall include the following:

- A. A statement as to whether there are any pending legal actions against the Offeror, and a brief description of any such action.
- B. A brief description of any settled claims against the Offeror over the past three (3) years.
- C. A description of any judgments against the Offeror within the past five (5) years, including the case name, number, court, and the case description.

The information specified above should be limited to information technology and telecommunications services or projects within the United States.

3.4.14 Certificate of Insurance

The Offeror shall provide a copy of the Offeror's current certificate of insurance, which, at a minimum, should contain the following:

A. Worker's Compensation - The vendor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, U.S. Longshoremen's and Harbor Workers' Compensation Act, and the Federal Employers Liability Act.

B. General Liability - The Contractor shall purchase and maintain the following insurance protection for liability claims arising as a result of the Contractor's operations under this agreement.

Standard Insurance Service Office (ISO)
Commercial General Liability, Occurrence Form

- \$2,000,000 - General Aggregate Limit (other than products/completed operations)
- \$2,000,000 - Products/completed operations aggregate limit
- \$1,000,000 - Each Occurrence Limit
- \$1,000,000 - Personal and Accidental Injury Limits
- \$ 50,000 - Fire Damage Limit
- \$ 5,000 - Medical Expense

The State will be named as an Additional Insured on all liability policies (Workman's Compensation excepted) and Certificates of Insurance evidencing this coverage will be provided prior to the commencement of any activities. Upon execution of a contract with the State, then current certificates of insurance will be provided to the State from time to time, as directed by the State.

The State shall receive written notification of non-renewal from the issuer of the Insurance policies at least sixty (60) days before the expiration of the then-effective Insurance policies. In the event the State receives a notice of non-renewal, the Contractor must provide the State with an Insurance policy from another carrier at least thirty (30) days prior to the expiration of the Insurance policy then in effect.

3.4.15 Economic Benefit Factors

The Offeror shall describe the benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the Contract resulting from this RFP. The Offeror will take into consideration the following elements. (Do not include any detail of the financial proposals with this technical information):

- A. The estimated percentage of Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- B. The estimated number and types of jobs for Maryland residents resulting from this Contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the Contractor has committed at both prime and, if applicable, subcontract levels.
- C. Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.
- D. The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.

3.4.16 Subcontractors

Offerors shall identify subcontractors, if any, and the role these subcontractors will have in the performance of the Contract.

3.5 Volume II - Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format requirements identified in Section 3.3, the Contractor shall submit an original unbound copy, five (5) copies, and an electronic version in MS Word of the Financial Proposal. The Financial Proposal shall contain all cost information in the format specified in **Attachment F**. Complete the cost sheets only as provided in the Price Proposal Instructions.

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

Evaluation of the proposals will be based on the criteria set forth below: The Contract resulting from this RFP will be awarded to the Offeror that is most advantageous to the State, considering price and the technical factors set forth herein. **In making this determination, technical factors will receive greater weight than price.**

4.2 Technical Criteria

The criteria to be applied to each Technical Proposal are listed in descending order of importance:

2. Approach to satisfying the Work Requirements (Ref. Section 3.4.8), in particular
 - Plans & Procedures (Ref. Section 3.4.11)
 - Transition Plan (Ref Section 3.4.10)
2. Offeror Experience and Capabilities (Ref. Section 3.4.6)
3. Service Center Capabilities (Ref. Section 3.4.9)
4. Personnel Proposed (Ref. Section 3.4.7)
5. Economic Benefit Factors. (Ref. Section 3.4.15)

4.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed within the stated guidelines.

4.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland Contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement Contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

4.5 Selection Procedures

4.5.1 General Selection Process

The Contract will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or an Offeror's proposal to be not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, an Offeror's financial proposal will be returned unopened.

4.5.2 Selection Process Sequence

- 4.5.2.1 The first step in the process will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate arrival at a Contract that will be most advantageous to the State. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.
- 4.5.2.2 Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- 4.5.2.3 The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the Procurement Officer may again conduct discussions to further evaluate the Offeror's entire proposal.
- 4.5.2.4 When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

4.5.3 Award Determination

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the Contract to the responsible Offeror(s) whose proposal is determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical factors will be given greater weight than price factors.

ATTACHMENTS

Attachments are located in a separate electronic file.